Previous references. 1887-8
~~191~~ .
(Sup. Rev)

File No. 6
Serial Nos. 1-2

Later references.
S.R 46-92

(7)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1—2

Major ~~Part~~ B. for Dec 87.

SUBJECT

Gallon fee to include Water

1- From the D.C. Bangalore - No. 282 dt 25-7-87.
Engines of the Cargo of 2 ea. for
Gubbi and Magnesite issued to them
other than C. & M. Station, include Water.

2. R — a — No. 5394-236 dt 14-12-87.
States that the above fee is not
chargeable on the amount allowed for
G. R. S. 58 & Water.

GPB—4 000—4-7-11

Entered
2 Sep

(Gene[illegible] Serial No. 29.)

1887 — 8826 JUL. 87

OFFICE OF THE DEWAN OF MYSORE
2939
274

From The Dy Commissioner
Bangalore District

SECTION S-R

FILE No. 6-87 To

SERIAL No. 1

The Chief Secretary to the Dewan of Mysore

Dated 25th July 1887.

Despatched

Received

Enclosures No. 1.

General No. } 1887-88.
No. 282.

Requesting orders as to whether the charge of half an anna per gallon on all arrack issued from the Distillery for the up-keeps of the Distillery Establishment &c & the uniform fee of 2 annas per gallon upon all liquor issued to the places other than the City and Civil Sanitarium Stations of Bangalore are to be inclusive of bootage

Sd

24/8.

approved as recommended by

14/12.

Received 30th July 1887
Board's Proceedings No. 2697 of 1887

Dy Commissioners Office
Bangalore District
Dated 25th July 1887

D.No. 282.

(2)

To

The Chief Secretary to the Dewan
of Mysore.

Sir,

With reference to the accompany-ing Draft Arrack agreement sanctioned by Government - I have the honor to request to be informed with reference to Conditions III (b) and X (c), whether the charge of half an anna per gallon on all arrack issued from the Distillery for the up-keep of the Distillery Establishment &c, and the uniform fee of 2 annas per gallon upon all liquor issued to the places other than the City and Civil and Military Station of Bangalore, are to be inclusive of wastage.

I have the honor to state that

a discount of 2 per cent allowed by Government on account of wastage on the duty payable by them on liquor issued from the Distillery for sale beyond the Municipal limits of the City and Civil and Military Station of Bangalore (vide Condition XIV of the agreement) should also be allowed in the above cases.

3. With reference to the first item, I am of opinion, they should pay it, because, there is a limit fixed of 2,62,000 gallons, on which, payment is to be made. But as regards the gallon fee laid down in condition X para (c) I think, the contractors are entitled to some consideration, and the amount allowed for wastage, should not be charged for, at the rate of 2 annas

that amount from the Retai
Vendors.

4. Pending orders on these
points the Contractors have bee
directed to pay up the amoun
short paid, and can be adjusted af

I have the honor to

Sir

Your most Obedient Servan

A Macmurtrie

by Commissioner

Form of Contract Bond to be executed by the liquor distributing Contractor.

Whereas, I, Nilgiri Chikka Papanna, have been granted by His Highness the Maharaja's Government, for the official year beginning 1st April 1892 and ending 31st March 1893, the right of conveying country spirits from the Central Distillery *under bond* to the Depôt in the City of Bangalore, in quantities sufficient to meet the demand of the separate shops dependent on such Depôt, and whereas the said Government has agreed to pay me the remuneration hereinafter described, I, the said Nilgiri Chikka Papanna, for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

(1) that I hold myself responsible to Government for the correct delivery of the requisite supplies of liquors to the separate shop-keepers in the existing wholesale Depôt in the City of Bangalore, (which will henceforth be called a Bonded Depôt), on production of Treasury receipts in proof of prepayment of duty and price of such liquor ;

(2) that in special cases sanctioned by the Deputy Commissioner, I shall be bound to carry the requisite supply of liquor to any altered locality of the existing Depôt, provided the expense to me is not likely to be greater than supplying present Depôt ;

(3) that as remuneration for my contract, the Government shall pay me, at the end of each month, ten pies for every gallon of liquor conveyed by me from the Central Distillery to the Depôt, and shall allow me no wastage under any circumstances whatsoever ;

(4) that the usual establishment required for such Depôt and the house rent shall be paid for by myself ;

(5) that the establishment at the Depôt shall keep such accounts as may be prescribed by the Excise Commissioner, and shall be under the control and orders of myself, and regard themselves as my servants ;

(6) that I shall conform to the Excise laws and rules in force, and which may from time to time be issued by Government, and also to such rules of practice as may be prescribed by the Excise Commissioner ;

(7) that for the due fulfilment of the terms of this contract, I hereby deposit in the Huzur Treasury the sum of rupees one thousand in cash, or Government Securities duly endorsed in favor of the Dewan ;

(8) that I equally with the Depôt-keeper shall be bound by the conditions of the Depôt license, Appendix R ;

(9) that I shall be bound to dismiss any of my servants on the requisition of the Excise Commissioner or Deputy Commissioner of the District in which they may be employed, and appoint qualified men instead without delay ;

(10) that I shall be bound to make good the loss accruing to Government and the separate shop-keepers by short stock or no stock in the said Depôt, or by my neglect or carelessness in not conveying the necessary supplies of liquor to the Depôt in due time ;

(11) that as the liability of the Manufacturers ceases on delivery by them of liquor to me at the Distillery, all further liability or responsibility to account for the whole quantity of such liquor thenceforth, shall rest with me, and any diminution from any cause whatever, (Acts of God and the Queen's enemies and robbery by vis Maior excepted), shall be made good by me at the rate of Rs. 4-10-6 per gallon

(12) that in case of any breach of the laws and rules or of the aforesaid conditions, or in case of any attempt at fraud by my servants, agents or employés, it shall be competent to the Excise Commissioner to impose upon them, or upon myself in the event of my neglect, a fine not exceeding Rs. 50 for every such breach, or at the option of the Excise Commissioner to declare the money deposited by me forfeited; and to cancel the contract with the previous sanction of Government;

(13) that the imposition of a fine or the forfeiture of the deposit, or the cancelment of the contract, shall not be held to prevent prosecution for any offence committed under any law for the time being in force; and

(14) that this contract shall not be transferable except with the consent of Government.

In witness whereof I, Nilgiri Chikka Papanna, hereunto set my hand and seal this day of July 1892.

Sealed, signed and delivered in the presence of us:—

Witnesses:—

1.

2.

Mysore Govt. C. Press, Bangalore.—11-7-92—200

General Serial No. 31.)

1887.

(3)

From

SECTION C R

FILE No. 6-87

SERIAL No. 2

To

The ---
Bangalore

Dated 14-12-87.

Despatched

Received

Enclosures No.

General No. 5394

No. 296

His No 282 d/ 25 July 87 enquiring whether, with reference to conditions III (b) and X(c) of the Draft Arrack Agreement the charge of half an anna per gallon on all arrack issued from the Distillery for the upkeep of the Distillery Establishment &c, and the uniform fee of 2 Anns per gallon upon all liquor issued to the places other than the C & M. S. Bangalore are to be inclusive or exclusive of wastage.

In reply has the honor to state that the Dewan approves the Dy Commrs recommendation contained in para 3 of his letter, viz that the half anna charge for Establishment is payable on all liquor including wastage.